

# Exhibit A

McGuire Law, P.C., 55 W. Wacker Dr., Chicago, IL 60601		CASE NUMBER: <b>30-2022-01257732-CU-BT-CXC</b>
TELEPHONE NO.: (312) 893-7002	FAX NO. (Optional):	
E-MAIL ADDRESS: eturin@mcgpc.com		
ATTORNEY FOR (Name): Y.H., by and through her Guardian Nathan Harris		
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b>		
STREET ADDRESS: 751 W. Santa Ana Blvd.		
MAILING ADDRESS:		
CITY AND ZIP CODE: Santa Ana, 92701		
BRANCH NAME: Civil Complex Center		
CASE NAME: Y.H., by and through her Guardian Nathan Harris v. Blizzard Entertainment, Inc.		
<b>CIVIL CASE COVER SHEET</b>		JUDGE: <b>Judge Peter Wilson</b> DEPT.:
<input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		
<b>Complex Case Designation</b>		
<input type="checkbox"/> Counter <input type="checkbox"/> Joinder		
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		

Items 1–6 below must be completed (see instructions on page 2).

CX-102

1. Check **one** box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input checked="" type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
- b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Three (Declaratory Judgment, One count under the U.C.L., Unjust Enrichment)
5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 05/03/2022

Eugene Y. Turin

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

### NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

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*Counsel for Plaintiff and the Putative Class Members*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE**

Y.H., by and through her Guardian NATHAN HARRIS, individually and on behalf of similarly situated individuals,	)	Case No. 30-2022-01257732-CU-BT-CXC
Plaintiff,	)	Assigned to: Assigned for All Purposes
	)	Department: Judge Peter Wilson
v.	)	Complaint Filed: CX-102
BLIZZARD ENTERTAINMENT, INC.,	)	<b>COMPLAINT – CLASS ACTION JURY TRIAL DEMANDED</b>
Delaware corporation,	)	<b>1. Declaratory Judgment on Minors' Rights to Disaffirm</b>
Defendant.	)	<b>2. Violation of California Business and Professions Code § 17200, et seq.</b>
	)	<b>3. Unjust Enrichment</b>
	)	DEMAND FOR JURY TRIAL
	)	
	)	

**CLASS ACTION COMPLAINT**

Plaintiff Y.H. a minor, by and through her Guardian Nathan Harris (collectively “Plaintiff”), through their undersigned counsel, brings this Class Action Complaint against Blizzard Entertainment, Inc. (“Blizzard” or “Defendant”), on behalf of herself and all others similarly situated, and alleges the following upon personal knowledge as to their own actions, and upon information and belief as to counsel’s investigations and all other matters.

## **NATURE OF THE CASE**

1  
2           1.       This is an action brought by Plaintiff on her own behalf and on behalf of others  
3 similarly situated individuals for the unlawful, deceptive, and misleading trade practices engaged  
4 in by Defendant, a provider of some of the most popular video games in the nation.

5           2.       One of Defendant's most popular games is Hearthstone,<sup>1</sup> a one-verse-one, turn  
6 based, digital card game. which can be downloaded for free on different platforms such as personal  
7 computers, laptops, and mobile devices. Users running Hearthstone on their devices connect  
8 through the internet to Defendant's servers that allow them to play with other users across the  
9 country, and the world.

10          3.       A critical aspect of Defendant's Hearthstone game are virtual "Lootboxes" that  
11 Defendant calls "Packs". Defendant markets and sells these Packs for real-world currency to  
12 players, including minors such as Plaintiff. The Packs are advertised as possibly containing  
13 valuable cards that allow players to upgrade and/or advance their deck of cards. However, players  
14 such as Plaintiff are not told in advance what is inside any particular Pack, and they are forced to  
15 gamble on the chance of winning some valuable card.

16          4.       In addition, Defendant's in-game content, including its Packs, is non-refundable,  
17 regardless of whether the purchases are made by a minor.

18          5.       Defendant's unfair, deceptive, and unlawful practices of allowing players,  
19 including, minors, to pay real-world currency to gamble on winning in-game items, as well as  
20 refusing to provide refunds to minors who made in-game purchases, deceive, mislead, and harm  
21 consumers, especially minor children who comprise a large segment of Defendant's player  
22 population. Plaintiff and other consumers have been injured as a result of Defendant's practices,  
23 including, but not limited to, having suffered out-of-pocket loss.

24          6.       Plaintiff brings this class action lawsuit on behalf of herself, and all others similarly  
25 situated.

26  
27  
28       

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<sup>1</sup> <https://playhearthstone.com/en-us/new-to-hearthstone/>.

7. Plaintiff, on behalf of herself and the Class, seeks damages, restitution, declaratory and injunctive relief.

8. This Court has subject-matter jurisdiction over this action pursuant to Cal. Code Civ. Proc. § 410.10 and Article VI, § 10 of the California Constitution.

10. This Court has personal jurisdiction over Defendant and venue is proper in this Court because Defendant maintains its headquarters in Irvine, California and because a substantial part of the events giving rise to the claims asserted herein occurred in this County.

11. Minor Plaintiff Y.H. and her Guardian, Nathan Harris, are natural persons and residents of Arizona.

13. At all times relevant to this action, Defendant, in the ordinary course of business as the provider of products and services to individuals who play its Hearthstone video game engaged in acts or practices affecting commerce within the meaning of California consumer protection laws, and Defendant's deceptive and unfair trade practices alleged herein have affected tens of thousands of consumers within California.

## **COMMON FACTUAL ALLEGATIONS**

### **I. Lootboxes**

14. Broadly speaking, a Lootbox is a video game microtransaction in which the consumer purchases a reward containing one or more virtual items of differing value or rarity that is assigned at random.<sup>2</sup> Lootboxes are defined in the dictionary as “a box containing a prize of unknown value, especially one offered for sale to players as part of an online game.”<sup>3</sup>

15. Although Lootboxes are advertised and portrayed by video game providers as a vehicle that allows it users to quickly advance further in a game through purchases using real-world currency, the use of Lootboxes in videogames is overwhelmingly misleading and exploitive of consumers like Plaintiff.

16. Over the past decade Lootboxes have been the epicenter of a host issues that have caused lawsuits and law reform around world because of their addictive and predatory nature as Lootboxes are often used in free-to-play video games as the main source of valuable in-game content but players very rarely actually end up getting anything valuable when they purchase a Lootbox.<sup>4567</sup> One of the most problematic issues with Lootboxes universally is that despite their use in games that are aimed at and/or played by minor children, Lootbox purchases are often non-refundable—as is the case with Defendant’s Hearthstone in-game purchases.<sup>8</sup>

<sup>2</sup>[www.ftc.gov/system/files/documents/reports/staffperspectivepaperlootboxworkshop/loot\\_box\\_workshop\\_staff\\_perspective.pdf](https://www.ftc.gov/system/files/documents/reports/staffperspectivepaperlootboxworkshop/loot_box_workshop_staff_perspective.pdf).

<sup>3</sup>[www.collinsdictionary.com/us/dictionary/english/lootbox#:~:text=noun,part%20of%20an%20online%20game.](https://www.collinsdictionary.com/us/dictionary/english/lootbox#:~:text=noun,part%20of%20an%20online%20game.)

<sup>4</sup>[www.gamechangerslaw.com/blog/italian-antitrust-authoritys-recent-activision-blizzard-lootbox-decision.](https://www.gamechangerslaw.com/blog/italian-antitrust-authoritys-recent-activision-blizzard-lootbox-decision.)

<sup>5</sup><https://screenrant.com/lootbox-gambling-microtransactions-illegal-japan-china-belgium-netherlands/>.

<sup>6</sup>[www.revisor.mn.gov/bills/text.php?number=HF4460&version=0&session=ls90&session\\_year=2018&session\\_number=0.](https://www.revisor.mn.gov/bills/text.php?number=HF4460&version=0&session=ls90&session_year=2018&session_number=0.)

<sup>7</sup>[www.nprillinois.org/statehouse/2021-05-04/illinois-house-approves-adding-warnings-to-video-games-that-include-loot-boxes.](https://www.nprillinois.org/statehouse/2021-05-04/illinois-house-approves-adding-warnings-to-video-games-that-include-loot-boxes.)

<sup>8</sup>[www.blizzard.com/en-us/legal/58e4a812-afd0-4d47-b34d-d4fdf99e41cb/blizzard-refund-policy.](https://www.blizzard.com/en-us/legal/58e4a812-afd0-4d47-b34d-d4fdf99e41cb/blizzard-refund-policy.)



## II. Hearthstone Card Packs

17. Hearthstone is a free to play and download video game in which players collect and battle using virtual cards in a similar manner to physical card games such as Magic: The Gathering and the Pokémon collectible card games.

18. In a game of Hearthstone, both players have a “Hero” that starts with 30 “health points.” The goal of the game is to use cards to deplete the other player’s health points. Players take turns attacking their opponent and defending their Hero by playing different Hearthstone cards. The game ends when one player has zero health points, and the player with health points remaining is declared the winner.

19. All Hearthstone cards are ranked in classes starting from Free, to Common, to Rare, to Epic, to Legendary. Legendary cards are the most rare and in the majority of instances the most powerful of cards found in Hearthstone.

20. Hearthstone cards can be acquired by users in two ways, by obtaining Hearthstone’s in-game currency “gold,” and by purchasing with real-world currency from the Hearthstone online shop. Hearthstone implements several different ways to earn in-game currency, called gold. The most reliable way gold is earned is from winning games, every third game won rewards the player with ten gold, up to a maximum of 100 gold per day. In addition, players will get a “daily quest” each day they log in, with different objectives to achieve, such as requiring the player to win games as a certain class. These daily quests range in the amount of gold awarded upon completion, with most typically providing around 40 to 60 Gold.<sup>9</sup>

21. Hearthstone cards can only be purchased in Packs that contain 5 cards. A single Pack can be purchased for 100 Gold for a Pack of 5 cards. Thus, for a user to obtain any new cards without purchasing them with real-world currency they would have to win 30 games or complete a daily quest and win approximately 15 games. However, regardless of what a player does, they cannot earn more than approximately 160 Gold any given day and thus can at most purchase only a single Pack a day.

<sup>9</sup> <https://repository.law.uic.edu/cgi/viewcontent.cgi?article=2837&context=lawreview>.



22. Alternatively, Hearthstone card Packs can be purchased by real word currency as shown below in increments of 2 Packs for 2.99; 7 Packs for 9.99; 15 Packs for 19.99; 40 Packs for 49.99; and 60 Packs for 69.99. By making the cost per Pack significantly lower for larger purchasers, Hearthstone encourages players to spend more money thinking that they are getting a better deal even though they are ultimately purchasing virtual cards whose actual in-game value they do not know until *after* the purchase is made.



23. Critically, as with traditional Lootboxes, when a player purchases a Pack they are not told shown anything about the cards they will actually receive. As shown above, in the most recent “season” of Hearthstone players are at most only told that “At least 1 card [in the pack] will be Rare or better.”

24. In addition to severely limiting players’ ability to obtain cards through regular gameplay and encouraging purchases of larger amounts of Packs, Hearthstone is also designed to encourage constant and continuous microtransaction within the game by making powerful cards the rarest and hardest to obtain. Thus, in order to keep up, players must purchase large amounts of

1 Packs hoping that at least one of the Packs will contain an Epic or Legendary card. This leads to  
2 an arms race amongst players, many of whom are children and young adults, where players must  
3 continue gambling on Packs to be competitive.

4 25. Although it has not been confirmed by Defendant, data collected by Hearthstone  
5 players indicates that Defendant has also implemented a “Pity Timer” on Hearthstone Packs.  
6 Defendant has set odds for obtaining certain cards within any number of Pack purchases,<sup>10</sup> however  
7 those odds appear to be adjusted based on the number of Packs a player opens without receiving a  
8 “legendary” item. For each Pack that is opened that does not contain a “legendary” item, Defendant  
9 incrementally increases the odds of receiving a “legendary” item in the next Pack. This helps feed  
10 into the players’ perception that purchasing “just one more” Pack will provide the player with their  
11 desired cards instead of creating an equal opportunity to receive a “legendary” item with each Pack  
12 purchase. At the same time, it allows Defendant to claim that it technically discloses the “odds” of  
13 getting a certain card with any given Pack purchase.

14 26. In sum, players purchase card Packs hoping to receive powerful Cards that will  
15 help them advance in the game. However, the Packs are mostly worthless, often filled with  
16 valueless Cards that players already have or do not want. Had players known the actual odds  
17 of receiving the epic and legendary cards they desired in any particular Pack that they  
18 purchased, they would not have purchased the Packs.

19 **III. FACTS SPECIFIC TO PLAINTIFF Y.H.**

20 27. Plaintiff played Hearthstone from approximately 2019 to 2021 during which time  
21 Plaintiff purchased many card Packs and Hearthstone expansion packs. Plaintiff’s purchases in  
22 Hearthstone have totaled over \$300 during that time.

23 28. Plaintiff, a minor, was able to make the purchases through her father’s credit cards  
24 and debit cards that were linked to her gaming account. Many of purchases made by Plaintiff were  
25 without her Guardian’s permission to do so.

26  
27  
28 <sup>10</sup> <https://us.battle.net/support/en/article/32545>.

1           29. Throughout her time playing Defendant's Hearthstone game, Plaintiff Y.H. was  
2 unaware of the odds of receiving any Epic or Legendary cards from any Pack that she had  
3 purchased.

4           30. Plaintiff was also unaware that she had a right to disaffirm any purchases she made  
5 from Defendant.

6           31. Plaintiff almost never received any valuable cards from the Packs she had  
7 purchased during her time playing Hearthstone from her in-game purchases and would not have  
8 made the amount of in-game purchases had she known the true odds of her being able to obtain  
9 Epic or Legendary cards from the Packs for purchase, or that she would not allotted a refund.

10          32. Plaintiff no longer plays Hearthstone, and wishes that she had never made the  
11 purchases that she did and that she obtain a full refund for them.

12          33. While Defendant's terms and conditions require minors to obtain their parent's  
13 consent to create an account and play Hearthstone, Defendant failed to implement sufficient  
14 mechanisms for parental consent controls to prevent minors from making unlimited purchases and  
15 limiting in-game purchasers to players who are over 18.

16          34. Moreover, each time Defendant updates its Terms and Conditions, Defendant does  
17 not require the minor-user to obtain their parent's consent to any renewed or updated terms.

18          35. Minor Plaintiff Y.H. does not recollect seeing, reading, or agreeing to Defendant's  
19 Terms of Use prior to playing Hearthstone and her Guardian also did not see, read, or agree to the  
20 terms.

21          36. As a result, minor Plaintiff made numerous in-game purchases that were labeled  
22 non-refundable using her Guardian's funds and which her Guardian did not receive any  
23 notifications of until the charges were already made.

24          37. Had Defendant provided proper parental control and age verification features,  
25 minor Plaintiff would not have been able to make any of the purchases that she did.

26          38. Furthermore, before hiring counsel in this action, Plaintiff Y.H. and her Guardian  
27 were not aware of a minor's right to disaffirm and get refunds on any and all in-game purchases  
28

without any restrictions. Had Defendant permitted Plaintiff to disaffirm her purchases, she would have done so.

### **CLASS ALLEGATIONS**

39. Plaintiff brings this action on her own behalf and on behalf of a Class and one Subclass, pursuant to Cal. Code Civ. Proc. § 382, Cal. Civ. Code § 1781, and Cal. Bus. & Prof. Code § 17203, defined as follows:

The Class:

All minors located within the United States who, during the applicable limitations period, made a purchase of a Hearthstone card Pack using real-world currency.

The California Minor Subclass:

All minors located within the state of California who, during the applicable limitations period, made a purchase of a Hearthstone card Pack using real-world currency.

40. **Adequacy.** Plaintiff will fairly and adequately represent and protect the interests of the other members of the Class and Subclass (collectively, the “Class”). Plaintiff has retained counsel with substantial experience in prosecuting complex litigation and class actions. Plaintiff and her counsel are committed to vigorously prosecuting this action on behalf of the other Class and Subclass members, and have the financial resources to do so. Neither Plaintiff nor her counsel have any interest adverse to those of the other members of the Class or Subclass.

41. **Predominance & Superiority.** Absent a class action, most Class and Subclass members would find the cost of litigating their claims to be prohibitive and would have no effective remedy. The class treatment of common questions of law and fact is superior to multiple individual actions or piecemeal litigation in that it conserves the resources of the courts and the litigants, and promotes consistency and efficiency of adjudication.

42. **Final Declaratory or Injunctive Relief.** Defendant has acted and failed to act on grounds generally applicable to the Plaintiff and the Class and Subclass members, requiring the Court’s imposition of uniform relief to ensure compatible standards of conduct toward the Class

1 and Subclass members, and making injunctive or corresponding declaratory relief appropriate for  
2 the Class and Subclass as a whole.

3 43. **Typicality.** The factual and legal basis of Defendant's liability to Plaintiff and to  
4 the other Class and Subclass members are the same, resulting in injury to the Plaintiff and to all of  
5 the other members of the Class and Subclass. Plaintiff and the other members of the Class and  
6 Subclass have suffered harm and damages as a result of Defendant's unlawful and wrongful  
7 conduct.

8 44. **Numerosity.** Upon information and belief, there are hundreds, if not thousands, of  
9 Class and Subclass members such that joinder of all members is impracticable.

10 45. **Commonality.** There are many questions of law and fact common to the claims of  
11 Plaintiff and the other members of the Class and Subclass, and those questions predominate over  
12 any questions that may affect individual members of the Class and Subclass. Common questions  
13 for the Class and Subclass include, but are not limited to, the following:

- 14 (a) Whether Defendant's practice of not disclosing the contents of its card Packs was  
15 deceptive to a reasonable consumer;
- 16 (b) Whether Defendant's failure to provide a method for minors or their guardians to  
17 disaffirm any purchases violated their consumer rights;
- 18 (c) Whether Plaintiff and the other Class and Subclass members were damaged by  
19 Defendant's conduct; and
- 20 (d) Whether Plaintiff and the other Class and Subclass members are entitled to  
21 restitution or other relief.

### 21 **FIRST CAUSE OF ACTION**

#### 22 **Declaratory Judgment on Minors' Rights to Disaffirm** 23 **(On behalf of Plaintiff and the Class)**

24 46. Plaintiff hereby incorporates the above allegations by reference as though fully set  
25 forth herein.

26 47. On information and belief, Defendant's Hearthstone video game is marketed to  
27 players of all ages, including minors.  
28

1           48. Defendant enters into and accepts a contract with a minor when an in-game  
2 purchase of a card Pack by the minor is confirmed, and thus accepted. There is consideration on  
3 both sides as Defendant gives the consideration of virtual in-game content exchanged for  
4 consideration of actual money from the minor.

5           49. Under California law, and equivalent law in states nationwide, minors have the right  
6 to disaffirm contracts such as those at issue here. *See, e.g.*, Cal. Family Code § 6700.

7           50. Minors may disaffirm or a guardian may disaffirm a contract on behalf of a minor.  
8 Through the filing of this lawsuit, Plaintiff disaffirms all in-game purchases she has made through  
9 Hearthstone to-date and requests a refund.

10           51. Plaintiff further seeks injunctive relief on behalf of the Class for future and  
11 prospective purchases of card Packs in Hearthstone to allow for refunds on all in-game purchases  
12 without restrictions.

13           52. The contracts between Defendant and the members of the Class who are minors are  
14 voidable - a fact that Defendant denies as evidenced by its denial of the Class's right to be refunded  
15 in its Terms of Service.

16           53. Accordingly, there is an actual controversy between the parties, requiring a  
17 declaratory judgment.

18           54. This claim for declaratory judgment is brought pursuant to Code of Civil Procedure  
19 § 1060 seeking a determination by the Court that: (a) this action may proceed and be maintained  
20 as a class action; (b) the sales contracts between Defendant and the Class members are voidable at  
21 the option of those Class members or their guardians; (c) if Class members elect to void the  
22 contracts, they will be entitled to restitution and interest thereon; (d) an award of reasonable  
23 attorneys' fees and costs of suit to Plaintiffs and the Class is appropriate; and (e) such other and  
24 further relief as is necessary and just may be appropriate as well.



**SECOND CAUSE OF ACTION**

**Unlawful and Unfair Business Practices in Violation of the California Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200, *et seq.***  
**(On behalf of Plaintiff and the Class)**

55. Plaintiff hereby incorporates the above allegations by reference as though fully set forth herein.

56. Plaintiff and Defendant are “persons” within the meaning of the UCL Cal. Bus. & Prof. Code § 17201.

57. California’s Unfair Competition Law, Business & Professions Code, § 17200, *et seq.* (“UCL”), prohibits deceptive acts and practices in the sale of consumer products and services, such as Defendant’s Hearthstone video game.

58. Defendant’s conduct as alleged herein occurred in the course of trade or commerce.

59. Defendant’s conduct is unlawful under the UCL because it is in violation of a minor’s absolute right to disaffirm contracts.

60. Defendant’s conduct described herein is “unfair” under the UCL because it violates public policy and is immoral, unethical, oppressive, unscrupulous, and/or substantially injurious to consumers, as Defendant fails to disclose the actual odds of obtaining any valuable “Epic” or “Legendary” card with any Pack purchase while unlawfully denying minors any refunds they seek for receiving worthless cards.

61. In addition, Defendant’s conduct constitutes a fraudulent business practice within the meaning of the UCL in that Defendant intentionally and knowingly omitted providing information that refunds are allowed for minors without any restrictions under applicable law, and by explicitly representing that no refunds whatsoever are permitted for any purchases of its Hearthstone card Packs.<sup>11</sup> Such representations and omissions misled Plaintiff and the other Class members and are likely to mislead the public.

62. Defendant was aware that minors are a significant portion of the population that plays Hearthstone and that they are not capable of entering into binding contracts including for

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<sup>11</sup>[www.blizzard.com/en-us/legal/58e4a812-afd0-4d47-b34d-d4fdf99e41cb/blizzard-refund-policy](http://www.blizzard.com/en-us/legal/58e4a812-afd0-4d47-b34d-d4fdf99e41cb/blizzard-refund-policy).



1 purchases of such things as in-game content like card Packs such that Defendant should have  
2 provided parental control features and provided for an unrestricted right for minors and their  
3 guardians to seek refunds of any purchases made.

4 63. Defendant, in light of its explicit representation that in-game purchases were non-  
5 refundable had a duty to make Plaintiff and the other members of the Class aware that they had an  
6 unrestricted right to refund any purchases, but failed to do so.

7 64. Defendant did not implement any age verification or parental control features in its  
8 Hearthstone video game that would have prevented Plaintiff and the other Class members from  
9 making the purchases that they did, or would have otherwise allowed them or their guardians to  
10 seek a refund for their purchases.

11 65. Nor has Defendant implemented any feature that provides insight as to what cards  
12 a player will obtain when they make any given purchase of a card Pack.

13 66. Plaintiff and putative Class members relied on Defendant's omission in that they  
14 were unaware that they could disaffirm their contract with Defendant and receive a refund and that  
15 they had a very low likelihood of actually obtaining any valuable card from a card Pack purchase.

16 67. Defendant knew or should have known that its representations regarding the in-  
17 game purchases were false, deceptive, and misleading.

18 68. Defendant's conduct described herein constitutes an unfair business practice  
19 because it violates public policy and is immoral, unethical, oppressive, unscrupulous, and/or  
20 substantially injurious to consumers.

21 69. As a direct and proximate cause of Defendant's deceptive and unfair trade  
22 practices, Plaintiff and the other members of the Class, suffered actual damages, including  
23 monetary losses.

24 70. Pursuant to Bus. & Prof. Code § 17203, Plaintiff seeks an injunction enjoining  
25 Defendant from continuing to engage in the conduct described above as Defendant's wrongful  
26 conduct is ongoing.

1           71. Plaintiff also seeks rescission and an order requiring Defendant to make full  
2 restitution and to disgorge its ill-gotten gains wrongfully obtained from members of the Class as  
3 permitted by Bus. & Prof. Code § 17203.

4           72. Additionally, Plaintiff and the Class members seek an order requiring Defendant to  
5 pay attorneys' fees pursuant to Cal. Civ. Code § 1021.5.

6                           **THIRD CAUSE OF ACTION**  
7                           **Restitution or Unjust Enrichment**  
8                           **In the Alternative**  
9                           **(On behalf of Plaintiff and the Class)**

10           73. Plaintiff hereby incorporates the above allegations by reference as though fully set  
11 forth herein.

12           74. Plaintiff and the other Class members conferred an economic benefit on Defendant  
13 through their in-game purchases.

14           75. It is inequitable and unjust for Defendant to retain the revenues obtained from in-  
15 game purchases made by Plaintiff and the other Class members that are refundable or voidable by  
16 law, when Defendant does not permit refunds of purchases of its in-game virtual currency and in-  
17 game items.

18           76. It is also inequitable and unjust for Defendant to retain the revenue obtained from  
19 in-game purchases made by Plaintiffs and the other Class members due to the deceptive nature of  
20 Defendant's sales of in-game card Packs that did not allow Plaintiff and the other Class members  
21 to see the value of the cards that they were purchasing, nor obtain a refund for their purchases.

22           77. Accordingly, because Defendant will be unjustly enriched if it is allowed to retain  
23 such funds, Defendant must pay restitution to Plaintiff and the other Class members in the amount  
24 which Defendant was unjustly enriched by each of their in-game purchases

25                           **PRAYER FOR RELIEF**

26           WHEREFORE, Plaintiff respectfully requests, on her own behalf and on behalf of all others  
27 similarly situated, the following relief:  
28

1. For an order certifying this action as a class action, defining the Class and Subclass as requested herein, appointing Plaintiff as class representative and her counsel as class counsel;
2. Declaring that the sales contracts between Defendant and Plaintiff and the Class members are voidable;
3. Awarding Plaintiff all economic, monetary, actual, consequential, compensatory, and punitive damages available at law;
4. Awarding Plaintiff's reasonable attorneys' fees, costs, and other litigation expenses;
5. Awarding pre- and post-judgment interest, as allowable by law;
6. For injunctive relief as the Court may deem proper; and
7. Awarding such further and other relief as the Court deems just and equitable.

**JURY DEMAND**

Plaintiff requests trial by jury of all claims that can be so tried.

DATED: May 3, 2022

Respectfully submitted,

Y.H., by and through her Guardian NATHAN HARRIS, individually and on behalf of similarly situated individuals

By: /s/ Eugene Y. Turin

Eugene Y. Turin (SB # 324413)  
MCGUIRE LAW, P.C.  
55 W. Wacker Dr., 9th Fl.  
Chicago, IL 60601  
Tel: (312) 893-7002 Ex. 3  
Fax: 312-275-7895  
eturin@mcgpc.com

*Counsel for Plaintiff and the  
Putative Class Members*

21155800

ATTORNEY (Name, State Bar number, and address): Eugene Y. Turin (SBN 342413) McGuire Law, P.C., 55 W. Wacker Dr., Chicago, IL 60601  TELEPHONE NO.: (312) 893-7002 FAX NO. (Optional): E-MAIL ADDRESS (Optional): eturin@mcgpc.com ATTORNEY FOR (Name): Minor Plaintiff Y.H. through her Guardian Nathan Harris		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 751 W. Santa Ana Blvd. MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, 92701 BRANCH NAME: Civil Complex Center		
PLAINTIFF/PETITIONER: Y.H., by and through her Guardian Nathan Harris DEFENDANT/RESPONDENT: Electronic Arts, Inc.		
APPLICATION AND ORDER FOR APPOINTMENT OF GUARDIAN AD LITEM—CIVIL <input checked="" type="checkbox"/> EX PARTE		
		CASE NUMBER: 30-2022-01257732-CU-BT-CXC
<b>NOTE: This form is for use in civil proceedings in which a party is a minor, an incapacitated person, or a person for whom a conservator has been appointed. A party who seeks the appointment of a guardian ad litem in a family law or juvenile proceeding should use form FL-935. A party who seeks the appointment of a guardian ad litem in a probate proceeding should use form DE-350/GC-100. An individual cannot act as a guardian ad litem unless he or she is represented by an attorney or is an attorney.</b>		

1. Applicant (name): Nathan Harris is  
a. ☒ the parent of (name): [REDACTED]  
b. ☐ the guardian of (name):  
c. ☐ the conservator of (name):  
d. ☐ a party to the suit.  
e. ☐ the minor to be represented (if the minor is 14 years of age or older).  
f. ☐ another interested person (specify capacity):
2. This application seeks the appointment of the following person as guardian ad litem (state name, address, and telephone number):  
Nathan Harris  
[REDACTED]  
Tel: [REDACTED]
3. The guardian ad litem is to represent the interests of the following person (state name, address, and telephone number):  
[REDACTED]  
[REDACTED]  
Tel: [REDACTED]
4. The person to be represented is:  
a. ☒ a minor (date of birth): [REDACTED]  
b. ☐ an incompetent person.  
c. ☐ a person for whom a conservator has been appointed.
5. The court should appoint a guardian ad litem because:  
a. ☒ the person named in item 3 has a cause or causes of action on which suit should be brought (describe):  
Minor Plaintiff Y.H. played Defendant's Hearthstone video game which used deceptive advertising of in-game items to encourage Minor Plaintiff Y.H. to make purchases using real world currency, while prohibiting her from exercising her right to disaffirm such purchases in violation of California law and resulting in unjust enrichment.

☐ Continued on Attachment 5a.

PLAINTIFF/PETITIONER: Y.H., by and through her Guardian Nathan Harris  
 DEFENDANT/RESPONDENT: Electronic Arts, Inc.

CASE NUMBER:  
 30-2022-01257732-CU-BT-CXC

5. b. ☐ more than 10 days have elapsed since the summons in the above-entitled matter was served on the person named in item 3, and no application for the appointment of a guardian ad litem has been made by the person identified in item 3 or any other person.
- c. ☐ the person named in item 3 has no guardian or conservator of his or her estate.
- d. ☐ the appointment of a guardian ad litem is necessary for the following reasons (*specify*):

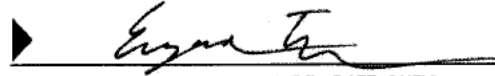
☐ Continued on Attachment 5d.

6. The proposed guardian ad litem's relationship to the person he or she will be representing is:
- a. ☒ related (*state relationship*): her father
- b. ☐ not related (*specify capacity*):
7. The proposed guardian ad litem is fully competent and qualified to understand and protect the rights of the person he or she will represent and has no interests adverse to the interests of that person. (*If there are any issues of competency or qualification or any possible adverse interests, describe and explain why the proposed guardian should nevertheless be appointed*):

☐ Continued on Attachment 7.

Eugene Y. Turin

(TYPE OR PRINT NAME)

  
 (SIGNATURE OF ATTORNEY)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 5/4/2022

Nathan Harris

(TYPE OR PRINT NAME)

  
 (SIGNATURE OF APPLICANT)


### CONSENT TO ACT AS GUARDIAN AD LITEM

I consent to the appointment as guardian ad litem under the above petition.

Date: 5/4/2022

Nathan Harris

(TYPE OR PRINT NAME)

  
 (SIGNATURE OF PROPOSED GUARDIAN AD LITEM)

### ORDER ☐ EX PARTE

THE COURT FINDS that it is reasonable and necessary to appoint a guardian ad litem for the person named in item 3 of the application, as requested.

THE COURT ORDERS that (*name*): Nathan Harris  
 is hereby appointed as the guardian ad litem for (*name*): [REDACTED]  
 for the reasons set forth in item 5 of the application.

Date:

JUDICIAL OFFICER

☐ SIGNATURE FOLLOWS LAST ATTACHMENT